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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

Lord Shaw's Irish Compensation Commission.

WE PRINTED recently (*ante*, p. 526) the Order of the Lord Lieutenant of Ireland appointing the Compensation (Ireland) Commission for which Lord SHAW is Chairman. The Commission was appointed to enquire and determine, and to report, what compensation ought in reason and fairness to be awarded in respect of destruction of or injuries to property in Ireland, exclusive of Northern Ireland, between 21st January, 1919, and 11th July, 1921, and the nature of the destruction or injuries is further defined. It appears from Questions and Replies in the House of Commons on the 20th inst., which are too long for us to print, that an interim Report of the Committee has been issued dealing with the ten cases which have been decided. Mr. CHURCHILL stated that it consists of two parts: the first raises certain questions of procedure, and one question of principle, which is not yet determined; the second consists of a schedule setting out the names of the claimants in the cases decided, the amounts awarded by the courts under the Malicious Injury Acts, and the amounts awarded by the Commission. Mr. CHURCHILL added that it would thus be seen that the Report did not throw any light upon the principles on which the Committee have acted, and the expense of publishing it would not be justified. It was alleged that a second Report had been issued, but this Mr. CHURCHILL had not received. When he has, it will be considered whether it should be published. We refer to the matter for the information of solicitors who may be interested in the work of the Commission, but the Parliamentary replies are not very helpful. It was suggested that the Commission has suspended its proceedings for a period of at least two months.

The Cost of Government Publications.

THE ENORMOUS increase in the cost of Government publications has been the subject of a good deal of discussion in Parliament and the Press. *Hansard* has been raised from 3d. to 1s. per daily issue for each House, and a familiar instance to many lawyers was the raising of the price of the Law of Property Bill from the

former 3s. 6d. to the 12s. 6d. of the present year. But these are comparatively slight matters. From a question put by Sir JOSEPH LARMOOR in Parliament on 20th inst. it appears that the Appendix to the Report of the Universities Commission costs 25s., and, from a question put by Sir WILLIAM BULL on the 24th inst., that, whereas Vols. 1 to 5 of the Early Chancery Proceedings were published between 1901 and 1912 at prices varying from 12s. to 21s. according to size, the sixth volume (No. 48), which is smaller than any of the preceding (364 pages to a previous minimum of 392), is issued at £3 10s.; and the Index of Chancery Proceedings (No. 47), containing 490 pages, costs £5. Sir JOSEPH LARMOOR voices his complaint in *The Times* of last Monday, and points out that the Universities Commission Report includes tabular matter, expensive to print, which might well be dispensed with, and Mr. A. DIGBY BESANT in *The Times* of last Tuesday draws attention to the Returns under the Life Assurance Companies Act, 1870. In 1912 the annual and quinquennial returns were published together for 6s. 8d. This year, it is stated, they are issued separately for £3 3s. and £4 15s. From the explanation at first given on behalf of the Government (*Hansard*, H.C., 11th July, p. 1176) it would appear that the price of *Hansard* is raised to the public in order to cover the cost of copies distributed to members gratuitously. But in his answer to Sir JOSEPH LARMOOR on the 20th inst., Sir J. BAIRD said that, as regards Government publications generally, the price was fixed so as to cover the cost of publication on the basis that all copies are sold. But it is obvious that the result may be that, as editions diminish in number in consequence of the lessened demand, prices may become quite prohibitive.

Crimes of Violence.

THIS WEEK, in passing sentence of two years' imprisonment on an Irishwoman convicted of having in her possession eleven incendiary bombs, Mr. Justice SHEARMAN, in some remarks which we reproduce elsewhere from *The Times*, drew attention to the growth of murder and crimes of violence during the last few years. He suggested that there appear to be in existence organizations which glorify "murder and incendiarism," and he appealed to all Christian churches to commence a campaign against these tendencies. But perhaps the learned judge has rather ignored the real cause of this increase of crime. It is one of the inevitable results of a long period of warfare, during which a large section of the population became daily accustomed to scenes of horror and brutality, while the public at large learned, by imperceptible degrees, to lose its respect for the sanctity of human life. Experience shows that such epochs in our history are invariably followed by a great increase of violence and brutality for considerable periods after the termination of the war in which the sentiment has taken root. The Napoleonic wars had exactly the same results and led to a great increase in the severity with which crime was punished, many offences not previously capital being made so in the period which immediately followed on the French Revolution. It was not until the memory of that great war had died away that our severe penal laws were relaxed and finally reformed; this relaxation was followed by a diminution of brutal and violent crimes. It may be anticipated that the influence of time, together with humaner and more rational methods of punishment, will have the same result now.

Gift of Residue to the Church of England.

IT SEEMS THAT hitherto no case has arisen in which the Court has had to determine the effect of a gift to the Church of England. The point, however, has just arisen in *Re Barnes: Simpson* v. *Barnes* (*Times*, 21st inst.), before Mr. Justice ROMER. In this case a testator, who died possessed of real and personal estate to the value of about £10,000, made a short will, by which he left everything to the Church of England. *Re Smith: Johnson* v. *Bright-Smith* (1914, 1 Ch. 937) was referred to on behalf of the next-of-kin as showing that a gift to an institution is a gift to the individuals who constitute the society. There, JOYCE, J., in the course of his judgment held that a gift of residue "in trust for the Society or Institution known as the Franciscan Friars of Clevedon in the County of Somerset absolutely" was an immediate gift to the individual friars composing the Society or Institution at the testator's death, and was valid. It was contended in the present case, on behalf of the next-of-kin, that the above was a gift to all the individuals who constituted the Church of England and was therefore void owing to the impossibility of ascertaining the persons entitled to benefit under it. It was pointed out, too, that the word "Church" was defined in Cripps' Law of the Church and Clergy, 7th edition, p. 1, as follows: "The Church, in its more extended sense, signifies all those who are by profession Christians, all believers in the Gospel generally, who constitute the visible Church of Christ on earth. But it has also a more limited meaning, in which it is used in the latter part of the nineteenth of our Articles, in which it signifies only the Christians of one country, city, or persuasion."

The Church of England Defined.

THE EXPRESSION "Church of England" appears to have two distinct meanings. In the "Laws of England," Vol. XI, at p. 370, there is the following definition: "The Church of England is that branch of the Holy Catholic and Apostolic Church which was founded in England when the English were gradually converted to Christianity between the years 597 and 686. It contains the two provinces of Canterbury and York, which the four Welsh dioceses formally joined in 1115. The Church of England as thus defined may be considered as an aggregate of individuals, and in that sense may be regarded as including all persons who adhere and conform to the liturgy and ordinances of the Church of England as by law established, or it may be considered as an organised operative institution." Previously in the same work, at p. 356, note (*i*), it is said: "'Church' has two distinct meanings: it may mean either the aggregate of the individual members of the Church, or it may mean the *quasi*-corporate institution which carries on the religious work of the denomination whose name it bears. If used in conjunction with the name of the denomination (*e.g.*, the Church of Rome or Church of Ireland) it *primâ facie* imports the operative institution which ministers religion and gives spiritual edification to its members (*MacLaughlin* v. *Campbell* (1906), 1 Ir. R. 588, at p. 597)." Moreover, the phrase "Church of England" is clearly recognised by statute: cf. the Church of England Assembly (Powers) Act, 1919, which is entitled "An Act to confer powers on the National Assembly of the Church of England, &c." In the present case, ROMER, J., decided that the gift was a valid gift as being a gift to an institution which ministers religion to members of the Church of England, and the only remaining question was to whom it should be paid. The Central Board of Finance of the Church of England, a body which was constituted in 1914 (see *Times*, 19th June, 1914, p. 12) claimed to be the proper body to receive it, but a decision as to their absolute right to be regarded as Treasurer of the Church of England was avoided by directing payment to them, with the concurrence of the Attorney-General, by way of a "scheme."

The Withdrawal of a Notice to Quit.

THE QUESTION of the possibility of the withdrawal of a notice to quit, which was before the Court of Appeal recently in *Freeman* v. *Evans* (1922, 1 Ch. 36), has arisen again before the same Court in a new connection in *Re Perrett & Bennett Stanford's Arbitration* (reported elsewhere). It might be supposed that when a landlord has given to a yearly or other periodic tenant a notice to determine the tenancy—called, for short, a notice to quit—it should be competent for him, with the consent of the tenant, to withdraw the notice, and then the tenancy would continue as though the notice had never been given. And this common-sense view was taken by the Court of Appeal in Ireland in *Inchiquin* v. *Lyon* (20 L.R. Ir. 474). But in England a subtle doctrine had been previously set up in *Tayleur* v. *Wildin* (L.R. 3 Ex. 303). The notice once given is irrevocable so far as its

effect on the tenancy is concerned. Even though both parties consent to its withdrawal, this is impossible. In due course the tenancy will be determined and the legal effect of the mutual consent is to create a fresh tenancy on the same terms as the old one. And in *Freeman* v. *Evans* (*supra*) this view of the legal position was affirmed. Now, s. 10 (1) of the Agriculture Act, 1920, which gives a tenant compensation for disturbance, has a proviso that compensation shall not be payable "where the landlord has made to the tenant an offer in writing to withdraw the notice to quit, and the tenant has unreasonably refused or failed to accept the offer." In the present case the landlord gave a notice to quit and then offered the tenant the choice of staying on at a rent of £670, increased from £506 2s. According to the accepted doctrine, this was not a "withdrawal" of the notice, but an offer of a new tenancy at the increased rent. It may be suggested that the express words of the statute are not to be interpreted by the legal doctrine, and that when the Legislature said "withdraw," it meant that the notice was to be cancelled and the tenancy to continue unbroken. However this may be, it is quite obvious that an offer to go on at an increased rent cannot be a "withdrawal" for the purpose of the statute. This must mean that the tenant is to be allowed to continue on the same terms. Otherwise the section would be nullified. Hence the doctrine of the Court of Appeal that there had been no offer to withdraw the notice was inevitable. But, as we have said, the statutory expression "withdraw the notice" suggests that the section is based on the doctrine of *Inchiquin* v. *Lyon* and not of *Tayleur* v. *Wildin*.

The Antedating of Judgments.

AT LAST, after many vicissitudes, the important practice point decided in *Nitrate Producers Steamship Company Ltd.* v. *Shortt Brothers Ltd.* (38 Times L.R. 747), and commented on in these columns at various stages of its eventful career, has arrived once more at the House of Lords, and there been disposed of. So long ago as April, 1919, Mr. Justice BAILHACHE dismissed this action, founded on breach of contract, but took the unusual course of provisionally assessing the damages at £50,000, in the event of his judgment being reversed. As a matter of fact the Court of Appeal affirmed him, but in July, 1921, the House of Lords overruled both the courts below and ordered that judgment should be entered for the plaintiffs for £50,000; they also remitted the cause to the King's Bench Division "to do therein as should be just and consistent with the judgment" of this House. This seems a cumbrous course when no further issues remain to be tried, and it is not at all clear why the House adopted it instead of simply entering judgment for the plaintiffs for the sum named. The remitted cause was put down for hearing before the Divisional Court, which, in its turn, remitted it to Mr. Justice BAILHACHE. He directed judgment to bear date as from April 2nd, 1919—the date of his original judgment. On appeal, the Court of Appeal held that he had no power to antedate a judgment in this way, and that the terms of the House of Lords' Order, "to do therein as should be just and consistent" did not give him jurisdiction to antedate it. The House of Lords has now affirmed this important practice point, holding that the High Court has no power to vary a judgment of the House of Lords, that antedating of an order is equivalent to varying it, and that such a variation can only be made by the House of Lords itself, and even then, only on an application immediately after the hearing. This seems sound common sense, and probably noone would have taken the case higher had not so learned and sound a judge as Lord Justice SCRUTTON, in the court below, dissented from his brethren and thereby justified recourse to the final tribunal.

Partial and Entire Judgments.

IN THE House of Lords, however, *Nitrate Producers Steamship Company Ltd.* v. *Shortt Bros. Ltd.* (*supra*), led to an interesting exposition by Lord BUCKMASTER of the practice of that House, and of courts generally, in delivering judgments on appeals. He pointed out that a judgment of an appeal court may either (*a*) relate to the whole dispute in issue between the parties and determined by the court below, or (*b*) relate only to a part of such dispute. In the former case, there is usually no necessity to send back the case for further disposition by the court below. In the latter case, however, it is necessary to do so, since issues remain to be disposed of, or, if that is not so, since some parts of the judgment below remain undisturbed: *Belby* v. *Lloyd's Bank* (57 SOL. J. 158). In the latter case it is necessary to re-mould the judgment of the Lords so as to adapt its variation of the judgments below into conformity with such parts of these judgments as are not affected; therefore the case is sent back either to the Divisional Court, on the King's Bench side, or to the Chancery Division. But such a re-moulding must not alter the order of the House on any material point, and the date from which a judgment speaks is a material point. Of course, as Lord BUCKMASTER pointed out, there is a distinction here between cases in which the House of Lords restores a judgment of the first instance court reversed in the Court of Appeal, and those in which it reverses the original judgment, or affirms its reversal by the Court of Appeal. In the former case, by restoring the original judgment, the House of Lords restores it as from the date it was originally delivered, unless, of course, it specially orders otherwise. But where it reverses such a judgment, the date of the new judgment is that on which it is delivered, whether in the Court of Appeal or in the House of Lords: *Borthwick* v. *Elderslie Steamship Co. Ltd.* (No. 2) (1905, 2 K.B. 516). The confusion in the present case was owing to the fact that Mr. Justice BAILHACHE had delivered a sort of alternative judgment, stating what was to be done if he were reversed. But the alternative rejected by him at the trial is not his original judgment, and it does not become so because preferred to that original judgment by a Higher Court.

Covenant not to underlet Premises.

IN *Terrell* v. *Chatterton* (No. 1) (*ante*, p. 631) the Court of Appeal, reversing Mr. Justice ASTBURY, has held that a covenant not to underlet premises without consent, even although it is not expressed so as to prohibit letting of part of the premises, is broken when the tenant first underlets part of the house with consent and then underlets all the remaining portion without consent. As a matter of fact, the Court of Appeal seemed to doubt whether a covenant "not to underlet" is not broken by the sub-letting of a portion of the premises only. Of course, there exist two cases, *Wilson* v. *Rosenthal* (1906, 22 T.L.R. 233), and *Groves* v. *Portal* (1902, 1 Ch. 727), which have decided that assignment or sub-letting of part only of premises is not a breach of a covenant not to assign or sub-let, unless it specifically excludes assignment of "any part"; but neither of these decisions is binding on the Court of Appeal. However, the court refrained from overriding them, although their authority is obviously a good deal shaken by its actual decision. Of course, that decision can be justified, and was justified by the court on a less sweeping ground, namely, that in substance the successive underletting of every part of a house until the tenant retains no portion of it amounts to a sub-letting of the whole premises. But surely that sort of construction is very arbitrary and dangerous.

The Rent Restrictions Act Committee.

THE constitution of the Rent Restrictions Act Committee and the scope of its inquiry have now been announced. The Committee will consider the operation of the Act, and advise as to its continuance or amendment.

The general issue of continuance in some form or of complete discontinuance, is, we imagine, almost certain to be answered in favour of continuance. In 1920 it seemed possible that the present exceptional lack of house accommodation might be over in

1923; but this is now out of the question. The high cost of living, reflecting itself in high wages and dear materials, has rendered the expense of building small houses and cottages so heavy as to be uneconomic; State and local subsidies have not proved very successful and are being withdrawn. Although the cost of building is now not more than double the pre-war figure, and is still gradually falling, this seems too high a figure to make ordinary building at all profitable. The conversion of large houses, vacated as the result of the post-war difficulty of obtaining the necessary household service to run them, into middle-class flats is going on rapidly; but here, too, the supply of cheap houses is not equal to the demand.

On the other hand, there are certain parts of the statute which might very well be completely repealed. The application to business premises has already expired; no great mischief has resulted, but this is possibly partly due to the "slump" in trade, and the cessation of new entrances into the field of retail shopkeeping. The special provision in the case of "furnished lettings," however, which prohibits the landlord from obtaining an increase of more than 25 per cent. on his pre-war profit, ought, surely, to be discarded. It is believed that in practice no attempt is made to enforce it, and, indeed, to do so would raise a wholly new series of intricate problems of law. Again, the mortgage interest provisions are not wanted any longer. These were in the nature of a "moratorium" rather than the protection of the public against the monopolist. When the statute was passed in 1920, interest was high, capital was scarce, and loans on buildings could scarcely be obtained. With abundance of money lying idle on deposit, and bank rate fallen to 3 per cent., the money stringency has ceased and extension of the protection afforded to the mortgagor of a small house seems unnecessary. In any case, those sections of the Act which relate to mortgage interest are notoriously obscure, and there has been little judicial interpretation of them.

As regards ordinary dwelling-houses, it will probably be found necessary to retain them within the protection of the statute, but with considerable modifications as regards the amount of rent demandable, and the cases in which premises can be recovered. *Primâ facie*, the present limit, a 40 per cent. increase on the standard rent, *i.e.*, the rent prevailing in August, 1914, is unfair to landlords generally; especially to small house-owners, a large and now very generally impoverished class. The value of money, according to the Board of Trade Index, is rather more than 50 per cent. lower than it was in 1914. Moreover, the cost of living—which is not the same thing, since it depends on certain specified items and not on the general fall in purchasing power—is still 84 per cent. beyond the 1914 figure. It has been so low recently as 81 per cent., but this month it has risen again a little. Under these circumstances it may be said that the landlord ought to be allowed to obtain an increase equal to the full decrease of money-values. But any such increase seems to be opposed to the policy of the Act. Board of Trade figures are not, it may be suggested, much good for practical purposes, and the present is not a time for the State to encourage any large increase of rent.

Next to the permitted increase of rental, the most important provision in the statute is s. 5, which prohibits ejectment or recovery by the landlord except in certain special cases, and these will require very careful consideration so as to define the reasons for which a landlord should be able to recover possession, and to secure that the tenant shall be able to find alternative accommodation. The entire object of this Act is to protect the sitting tenant. And, of course, there are minor matters which require attention. Clearly *Nye* v. *Davies* (1922, W.N. 1914), should not be allowed to stand. There is no reason why a service flat of any kind should be excluded from statutory protection; the mischief in such a case is exactly the same as in that of an unfurnished non-service flat. Again, the tenant should not be allowed to make a profit out of the sale of his tenant-right, whether by a premium on assignment or the compulsory purchase of furniture, or in any other way. And the complicated provisions as to the form of notices to quit and to increase rent, at present a trap for honest but unwary landlords, ought to be done away with: "reasonable notice" should be sufficient before a statutory increase of rent can be demanded. *Broomhall's Case* (*ante*. p. 125; 38 Times L.R. 56), too, should be overruled by a provision giving a county court judge power to determine "standard rent" at any time. And "standard rent," also, should be re-defined, so as to avoid the absurdities of *Glossop* v. *Ashley* (65 Sol. J. 695; 1922, 1 K.B. 1).

The Law of Property Act, 1922.

III.

MORTGAGES.

The existing scheme of mortgages is familiar to every practitioner. In a legal mortgage of freehold land, the fee simple is vested in the mortgagee subject to a proviso of redemption under which the fee simple is to be re-vested in the mortgagor on payment. By virtue of this proviso the mortgagor has an equitable estate in fee simple, so that the creation of the mortgage effects a severance of the legal from the equitable estate, and these exist concurrently during the continuance of the mortgage. It follows that, in legal theory, the mortgagee (subject to redemption) has all the rights and powers which are incident to the possession of the legal estate, though for purposes of convenience exceptions have been introduced by statute. Thus until the mortgagee has given notice to enter into possession, the mortgagor can sue in ejectment under the Judicature Act, 1873, s. 25 (5), and a mortgagor in possession can grant leases under s. 18 of the Conveyancing Act, 1881. But these are only exceptions. The essence of a legal mortgage is that the mortgagee shall have the legal estate and, subject to redemption, the powers incident to that estate.

It follows that not only the mortgagor, but also subsequent mortgagees, can have no more than an equitable estate. A second mortgage may be either a formal mortgage or a mere charge, but at present we are only dealing with formal mortgages. A second mortgage, then, is in form exactly the same as a legal mortgage, except that it is, or should be, expressed to be subject to the first mortgage. But since the mortgagor has only an equitable estate to convey, it is only an equitable estate which vests in the second mortgagee.

The position is exactly the same with regard to mortgages of leasehold property, so long as these are made by assignment. The first mortgage vests the term in the mortgagee and subsequent mortgagees can take only an equitable interest in the term. But when the mortgages are made by demise, the interests of the mortgagor and of the successive mortgagees are all legal. If the mortgagor is contemplating more than one mortgage, he demises the land to the first mortgagee for the whole term less, say, ten days. Thus he retains the legal head term—the nominal reversion—and the mortgagee has a legal sub-term. The next mortgage is made by demise for the whole term less nine days, and thus the second mortgagee has a nominal reversion which is the immediate reversion on the first mortgage term. But this nicety of conveyancing is often ignored in practice, and the second mortgagee is given a term of the same length as the first mortgage term. Nevertheless he still gets a legal estate (*Re Moore and Hulm's Contract*, 1912, 2 Ch. 105), and the result seems to be that, until it becomes a question of getting in the nominal reversions upon a sale, it does not matter for what periods they are reserved, provided that there is some reversion reserved so as to prevent the mortgage operating by way of assignment.

The system of mortgages introduced by the Act is based upon the practice of mortgaging by demise for a term. As we showed in an article on the subject a year ago (65 Sol. J., p. 598), this is a practice which was at one time in use to a certain extent in mortgages of freehold land, though it is doubtful whether it ever became at all general. The creation of long terms under settlements for the purpose of enabling portions or other sums to be raised is a different matter. At the present time mortgages by

demise are only used in connection with leaseholds, and there, as we have just seen, they have the effect of preserving a legal estate in the mortgagor and giving legal estates to all the successive mortgagees. In Mr. UNDERHILL's pamphlet "The Line of Least Resistance," which was printed as an appendix to the Report of the Acquisition of Land Committee, of which the present Solicitor-General was Chairman, and which, subject to considerable variations, is one of the sources of the present Act, it was said that the greatest difficulty in carrying out the scheme of property reform which Mr. UNDERHILL suggested was that freehold mortgages left the true owner with an equity of redemption only. "In my opinion and that of other conveyancers, a mortgage by conveyance of the fee simple ought to be prohibited, and, if a legal mortgage be desired, it should be effected by the creation of a long term of years (which is a legal estate), thus leaving the legal fee simple in the mortgagor subject to a legal term of, say, 2,000 years in the mortgagee [suggested to Mr. UNDERHILL, as he says in a note, by Mr. C. P. SANGER]. This would infinitely simplify the problem of keeping equities off the title; for if the true owner of land is to be allowed to sell it (as is essential) subject to a legal mortgage, all he has to sell at present is an equitable interest; and therefore it is futile to say with regard to such an interest, that equities should be kept off the title." The necessity of preserving the legal fee simple in the mortgagor is also explained in the following note to the Memorandum prefixed to the Bill (p. xxv. of this year's Bill): "These provisions relating to mortgages are essential, for it would not otherwise be possible to confer on the owner of an equity of redemption the powers of an estate owner."

The new system is introduced by the following section, but we should say that all our quotations from the "Act" so far are from the Bill, with such amendments as we have been able to trace, for the Act itself is not yet published.

> "9. *Effect, creation, and realisation of mortgages of freeholds and leaseholds.*]—For the purpose of securing that the legal estate shall vest or remain vested in a mortgagor of land or in a purchaser from a mortgagee or other person who becomes entitled to the land free from the right of redemption, the provisions contained in the Second Schedule to this Act (under which mortgages of land are to take effect or be created only by demise or subdemise or by charge by way of legal mortgage) shall have effect, but without prejudice to the right to create equitable charges by deposit of documents or otherwise."

The words "or by charge by way of legal mortgage" were added in this year's Bill, and they introduce an important alternative method of mortgaging. With this we shall deal later. And the concluding words, "but without prejudice," etc., were introduced at the same time in order to safeguard the power to create equitable charges; in particular, charges by deposit of deeds. With those also we shall deal subsequently.

We are thus referred to the Second Schedule to see how the system of mortgages by demise is to operate. The fundamental principle is that a first mortgage of the fee simple in freehold land shall take effect, not by conveyance of the fee, but by the creation of a long term, the length of which is fixed in general at 3,000 years, though this does not prevent the express creation, in future mortgages, of a term for a different period. Subsequent mortgagees will take terms each one day longer than the immediately preceding mortgage term. A sub-mortgage will take effect as a term one day shorter than the mortgage term out of which it is derived. The operation of the system is provided for both as regards fee simple mortgages (whether legal or equitable) existing on 1st January, 1925, and fee simple mortgages created subsequently.

As regards fee simple mortgages existing on 1st January, 1925, the operation of the Act is automatic. Thus s. 1 of the Second Schedule runs—

> "1. *Existing freehold mortgages to take effect by way of demise.*]—(1) All land vested in a first or only mortgagee for an estate in fee simple, whether legal or equitable, shall, from and after the commencement of this Act, vest in the first or only mortgagee for a term of three thousand years from such commencement, without impeachment of waste, but subject to a provision for cesser corresponding to the right of redemption which, at such commencement, was subsisting with respect to the fee simple.
>
> "(2) All land vested in a second or subsequent mortgagee for an estate in fee simple shall, from and after the commencement of this Act, vest in the second or subsequent mortgagee for a term one day longer than the term vested in the first or other mortgagee whose security ranks immediately before that of such second or subsequent mortgagee, without impeachment of waste, but subject to a provision for cesser corresponding to the right of redemption which, at such commencement, was subsisting with respect to the fee simple."

Then there is a provision (s-s. (3)) that the mortgagee's estate in fee simple which is thus taken from him shall vest "in the mortgagor or tenant for life of full age, statutory owner, trustee for sale, personal representative, or other person of full age who—to put it shortly—if all incumbrances were discharged immediately after 1st January, 1925, would be entitled to have the fee simple conveyed to him; but such vesting is of course subject to the mortgage term created by the Act and substituted for the previous fee simple. Sub-section (4) deals with sub-mortgages of the fee simple in manner above stated. For the fee simple in the sub-mortgagee there is substituted a derivative term less by one day than the mortgage term. Sub-section (5) provides that this automatic conversion of fee simple mortgages to term mortgages shall apply to copyholds enfranchised by the Act; to land registered under the Land Transfer Acts; and to mortgages made by way of trust for sale. Sub-section (7) provides that the automatic conversion shall not affect the priority of any mortgagee, or his right to retain possession of documents, or his title to or rights over any fixtures or personal chattels comprised in the mortgage.

The case of leasehold mortgages existing on 1st January, 1925, which have been created by assignment, is dealt with on similar lines by s. 2 of the Second Schedule. The first mortgagee takes a substituted mortgage term less by ten days than the head term. In other words, the mortgage is converted into a mortgage of sub-demise with a nominal reversion of ten days. Subsequent mortgages by assignment take effect as mortgages by sub-demise with nominal reversions successively diminished by one day, so far as is practicable, but in any case there must be a nominal reversion of at least one day. This appears to be the effect of s-ss. (1) and (2), though we have expressed them in different language. The term of years thus taken out of the first mortgagee vests in "the mortgagor or tenant for life of full age," &c., as in the case of freehold mortgages (s-s. (3)). This enumeration is intended to exhaust all the persons who can hold the fee simple absolute, or the leasehold term. Sub-section (4) provides for leasehold sub-mortgages (by assignment) in manner similar to that specified in the case of freeholds. The sub-mortgagee takes a derivative term less by one day than the term which, under the Act or under the head mortgage, is vested in the original mortgagee. And s-ss. (6) and (8) provide for registered leaseholds, and for the protection of priorities and the right to possession of documents in manner similar to that provided, as we have already shewn, in the case of freeholds.

(To be continued.)

The Right to Trial by Jury in Civil Cases.

We referred last week to the recommendations contained in the Report of Lord Mersey's Committee of 1913 with regard to the employment of juries. The reference to the Report is [1913, Cd. 6817], and to the Minutes of Evidence and the Appendices [1913, Cd. 6818]. The reference was "to enquire into the law and practice with regard to—(*a*) the constitution of juries and the conditions on which in civil cases a special jury is allowed; (*b*) the qualifications and mode of selection of jurors; (*c*) the preparation of the jury lists and the summoning of jurors; (*d*) the conditions of jury service; and to report what amendments are necessary or desirable." Thus it will be seen that the reference covered practically the whole question of jury service, and the Committee considered it within the scope of their enquiry to discuss the modification or restriction of existing rights to trial by jury in civil cases. It is this last point with which we are at present concerned, in view of the allegations made in Parliament

that the restriction on trial by jury contained in the Administration of Justice Act, 1920, was introduced without due consideration.

It was, in fact, fully dealt with both in the evidence produced before the Committee and in the Report, and the evidence was almost unanimous in making the allowance of a jury discretionary with the judge except in cases affecting personal character. "I would," said Mr. Justice Channell (Qu. 1602), "give the judge power to say a case shall be tried without a jury unless the party can specify some particular question for a jury that a master would at once see is capable of being tried by a jury, and to leave the other incidental questions in the case to the judge." Sir T. Willes Chitty was in favour of preserving the absolute right to a jury in certain cases, *e.g.*, libel, breach of promise, seduction, fraud—but as regards other cases, he recommended giving a discretion to the master or judge whether there should be a jury or not (Qu. 2346, *et seq.*). Other witnesses who gave similar evidence were Mr. C. A. Coward and Sir William Crump, who was perhaps the strongest advocate of the abolition of juries. The only witness who took the opposite view seems to have been the late Sir John Macdonell, who thought that the general confidence in the disposal of civil cases, including property cases, would be weakened or endangered if the right to a jury were withdrawn (Qu. 4584).

But the Committee in their report spoke with no uncertain voice: "We are clear that it would not only ease the burden of jury service, but also materially improve the administration of justice, without inflicting any hardship on litigants, if in civil cases the present right to trial by jury were made less absolute," and they made recommendations which, in short, were as follows:—

(1) That trial by jury, whether special or common, should be allowed as of right only when both parties concurred in asking for that mode of trial.

(2) This to be subject to the exception that in cases affecting personal character, such as actions for fraud, defamation, malicious prosecution, etc., either party should be entitled to appeal to a jury.

(3) That suggestions for reducing the number of jurors in civil cases should not be accepted. Mr. Justice Channell expressed a strong opinion that the strength of the jury system depended on maintaining the present number, and other witnesses agreed with him.

(4) But that in the event of the death, illness or other failure of any member of a jury, whether in a criminal trial or a civil action, the case should be allowed to proceed with a jury of only eleven, whose verdict should be accepted as valid.

Effect has been given to the recommendation for making trial by jury in civil actions discretionary with the judge, save in the excepted cases, or where both parties require a jury, by s. 2 of the Administration of Justice Act, 1920. This was a continuance of the corresponding provision of the Juries Act, 1918, which was a war measure and expired on the 1st of last March, and rules for giving effect to it were issued last February (*ante*, p. 320). Previously to the Act of 1920, it was not possible to make Rules of Court taking away entirely the right to a jury in common law actions, and the right was preserved by Ord. 36, r. 6, which was revised in 1917. This rule has been abolished by the recent rules, and it was pointed out by Bankes, L.J., in the recent cases of *Ford* v. *Blurton* and *Ford* v. *Sauber* (*Times*, 8th inst.) that there are now two tests as to when a case shall or shall not be tried with a jury. The Administration of Justice Act allows a judge to direct a trial without a jury if he considers that the action or matter cannot be as conveniently tried with a jury as without a jury. The rule allows the judge to order a trial with a jury in any case other than the enumerated ones if he considers a trial with a jury desirable. It is singular that the draftsman of the rules should have stated the test in a different way from that given in the Act, and Lord Justice Bankes naturally suggested that only one test should be provided, and that a test sufficiently defined so as to indicate the class of cases to which it was intended to be applied. On the criticism of Lord Justice Atkin that the Administration of Justice Act, 1920, for the first time in history deprives the British subject of his right to have a common law action tried by a jury, we need make no comment here. Our object has been to show that the change has been deliberate and in accordance with responsible and well-qualified opinion.

The preliminary absorption scheme (No. 2) of the Great Western Railway (Western Group) was accepted on Monday by the Railways Amalgamation Tribunal. Mr. H. Bischoff, who appeared for the G.W.R., said that the company had already absorbed five companies and they now proposed to absorb eight subsidiary companies, making a total of thirteen out of the twenty-six companies to be absorbed. The railways now proposed for absorption were: —Brecon and Merthyr Tydfil Company, the Burry Port and Gwendraeth Company, Lampeter and Aberayron and Newquay Company, Neath and Brecon Company, Ross and Monmouth Company, the Vale of Glamorgan Company, West Somerset Company, and Wrexham and Ellesmere Company.

Reviews.

Property in Land.

A Compendium of the Law of Property in Land and of Conveyancing relating to such Property. By William Douglas Edwards, LL.B., Barrister-at-Law. Sweet & Maxwell, Ltd. 25s. net.

We are glad to see a new edition of this very useful and interesting exposition of the Law of Property in Land. Naturally the author considers how his work is to be affected by the Law of Property Act of the present year. His preface is dated last May, when the Bill had not passed, but the prospective date of its coming into operation had been altered from 1st January, 1924 to 1st January, 1925, and he was encouraged by the thought that for at least two years the law will remain unaltered; and also, since existing property rights and rights arising before 1925 will not be affected, the present law on these matters must continue to engage the attention of the student and the practitioner for many more years.

Of course this is so, and authors and editors need be in no great hurry to alter their books. Indeed, it may be said with some confidence that ten years hence, what the practitioner will want is a book telling him exactly what the law was on 31st December, 1924, just as much as he will want an exposition of the new law. How the new law will be presented—that is the existing law as altered by the Law of Property Act—is a problem which authors and publishers will have to face, and they will not find it an easy one. We do not quite envy the task of the author who has to bring the Law of Real Property up to date. But whatever form exposition of the law after 1924 may take, there is no doubt that for many years to come, the law up to 1925 will have to be studied as a separate matter.

One of the most interesting of the chapters in the book is that on Powers, included in Part II, "Rights of Property less than Ownership." Powers, whether at common law, such as an executor's testamentary power to sell real estate, or statutory, such as the powers of mortgagees under the Conveyancing Act, 1881, and of personal representatives under the Land Transfer Act, 1897, or powers to declare uses, or powers over equitable interests, are a special feature of English Law, and their operation covers a large part of conveyancing. Mr. Edwards' classification and explanation of them is useful and informing; so, too, is his treatment of Mortgages, including his explanation of the doctrines of tacking and consolidation. But we miss any reference to *Toulmin* v. *Steere* (3 Mer. 210), and *Whiteley* v. *Delaney* (1914, A.C. 132), both of them cases of great importance on questions of merger of charges. Doubtless there is a reason for the omission, for the size of the book forbids absolute completeness, and, in fact, there are few decisions really important for the modern Law of Property in Land which will not be found here. The book has earned an honourable position among the works which treat of this specially distinctive branch of English law.

Books of the Week.

Workmen's Compensation.—Medico-Legal Examinations and The Workmen's Compensation Act, 1906, as amended by subsequent Acts. By Sir James Collie, C.M.G., M.D., J.P., Lt.-Col. R.A.M.C. Second edition. Baillière, Tindall & Cox. 6s. net.

The Law Quarterly Review. July, 1922. Edited by A. E. Randall, Barrister-at-Law. Stevens & Sons, Ltd. 6s. net.

CASES OF THE WEEK.

Court of Appeal.

PERRETT *v.* **BENNETT-STANFORD.** No. 1. 24th July.

Landlord and Tenant—Agricultural Tenancy—Landlord gives Notice to Quit—Offer to Allow Tenant to Remain at Increased Rent—Whether Withdrawal of Notice to Quit—Compensation for Disturbance—Agriculture Act, 1920 (10 & 11 Geo. 5, c. 76), s. 10 (1), *Proviso*.

Section 10 (1) *of the Agriculture Act*, 1920, *enacts that a tenant who has received a notice to quit may in certain cases claim compensation for the disturbance, and the sub-section contains a proviso that the compensation shall not be payable "in any case where the landlord has made to the tenant an offer in writing to withdraw the notice to quit and the tenant has unreasonably refused or failed to accept the offer." An offer to allow the tenant to remain in the tenancy at a substantially increased rent is not the withdrawal of a previously given notice to quit within the meaning of the proviso.*

Appeal from a decision of the judge at Shaftesbury County Court on a case stated in an arbitration under the Agricultural Holdings Act, 1908. The appellant was tenant to the respondent of a farm in Wiltshire, at a rental of £506 2s. per annum. Section 10 of the Agriculture Act, 1920, provides that where the tenancy of a holding terminates by reason of a notice to quit given after 20th May, 1920, the tenant may (except in certain cases not now relevant) claim compensation from the landlord for the

disturbance, but s-s. (1) of the section contains the proviso that the compensation shall not be payable "where the landlord has made to the tenant an offer in writing to withdraw the notice to quit and the tenant has unreasonably refused or failed to accept the offer." The respondent, in September, 1920, gave the appellant one year's notice to quit. On 31st December, 1920, he sent to the appellant a letter in which he said: "I have received an offer of £670 per annum for your holding. If you choose to give me the same you are most welcome to continue the tenancy." The appellant declined, upon the ground that that rent was excessive, and, at the expiration of the tenancy, claimed in arbitration proceedings under the Agricultural Holdings Act, 1908, that he was entitled to compensation for the disturbance under the terms of s. 10 (1) of the Act of 1920. The respondent submitted that by reason of the appellant having refused his offer to stay on at £670, the proviso to the sub-section operated and no compensation was payable. The judge at Shaftesbury County Court upheld the respondent's contention, and the appellant appealed. The court allowed the appeal.

Lord STERNDALE, M.R., said that in the case of *Ahearn* v. *Bellman* (4 Ex. Div. 201) Baron Bramwell had said (at p. 203): "The question is whether the plaintiff has given a good notice to quit: it is commonly so called, because the effect of it is that on its expiration the tenant must quit the premises, but it is in reality a notice to determine the tenancy." In the present case the tenancy was one at a rental of £506 2s., and the notice to quit was to determine a tenancy at that figure, and, to avoid paying compensation, the landlord must withdraw that notice. It was possible that the words "notice to quit" were not used in the Act in quite the strict technical sense in which they were used in some of the old tenancy cases, but in the present case the landlord said, "If you choose to give me a rent of £670, you are welcome to stay," and it seemed impossible, by any stretch of language, to say that an offer to allow a man to remain in occupation if he paid a rent of £670 was an offer to withdraw the determining of a tenancy at £506 2s. In *Tayleur* v. *Wildin* (L.R. 3 Ex., 303, at p. 305), Baron Bramwell said: "If the notice is given, the tenancy is at an end; the parties may by a parol contract create a new tenancy, which is what is meant by the phrase withdrawing the notice, but the old tenancy no longer exists." In his (Lord Sterndale's) view, there was no authority for saying that a notice that a man might remain in occupation at a very much larger rent was the withdrawal of a notice terminating a tenancy at the lower rent. The letter of 31st December, 1920, was not an offer to withdraw within the meaning of the proviso, and the appeal must be allowed.

SCRUTTON and YOUNGER, L.JJ., delivered judgments to the same effect.—COUNSEL: *Compston*, K.C., and *Vaisey*; *Harold Morris*, K.C., and *W. Allen*. SOLICITORS: *Ellis & Fairbairn*, for *Nodder & Trethowan*, Salisbury; *Lewin, Gregory & Co.*, for *Nantes, Maunsell & Howard*, Bridport.

[Reported by G. T. WHITFIELD-HAYES, Barrister-at-Law.]

High Court.—Chancery Division.

JOHN BRIGHT AND BROTHERS, LTD. *v.* JOHN BRIGHT (OUTFITTERS), LTD. Eve, J. 3rd July.

TRADE NAME—SIMILARITY OF COMPANIES' NAMES—CONFUSION—UNDERTAKING BY DEFENDANTS TO DISTINGUISH—NO INJUNCTION—LIBERTY TO APPLY.

At the trial of an action to restrain the defendants from carrying on business under a name likely to lead to the belief that the defendant company was the same as the plaintiff company, on the defendants undertaking clearly to distinguish their business from the plaintiffs', the Court made no order except that the plaintiffs should have liberty to apply and the defendants should pay the costs of the action down to and including the judgment.

This was an action by the plaintiff company for an injunction to restrain the defendants from carrying on business under the style or title of John Bright (Outfitters) Ltd. or under any other style or title comprising the words John Bright or any style or title calculated to deceive or to lead to the belief that the defendant company was the same as the plaintiff company or an agency, branch or department thereof. The plaintiff company carried on business at Rochdale, which was founded in 1809 by one Jacob Bright, and in 1887 was turned into a private company under the present name. It carried on an extensive business including cotton and clothing manufacture, dyeing, bleaching, weaving and spinning, and its London office was in Wood Street. The defendant company was registered in 1920 to carry on business as tailors and clothiers. They had some forty branches or establishments and their registered office was in Piccadilly. There was no one of the name of John Bright in their business. The defendants alleged that their business was exclusively retail and the plaintiffs were not retailers.

EVE, J., in giving judgment, said that the defendants carried on business as retail clothiers and dealers in ready-made suits, and it was admitted that so long as they confined themselves to that class of business there was little or no danger which the plaintiffs by these proceedings were seeking to prevent, but the plaintiffs contend that the defendants may at any time extend their operations so as to lead to the belief that the defendant company was the same as the plaintiff company. The action was one *quia timet*, and though at the date of the writ there was no evidence of confusion, ther ewas evidence of this later, and but for the attitude which the defendant company had adopted the plaintiffs would have been entitled to an injunction, though there was no valid ground for attacking the good faith of the defendants. On the evidence it appeared that when they applied to register the name, the registrar pointed out that the words "John Bright" could not be accepted, and the word "outfitters" was inserted, and cotton spinning was eliminated from the objects of the company. Further they offered to make it clear that they had no connection with the plaintiffs, and at the trial they offered to give an undertaking substantially as asked by the plaintiffs. In these circumstances he did not propose to put the defendants to the serious and unnecessary expense of changing their name at the forty establishments where their business was carried on and he proposed that they should undertake (1) not to engage in or carry on the business of tailors at Bolton or elsewhere in England without clearly distinguishing their business from that of the plaintiffs: (2) not to use advertisements, labels, etc., describing themselves simply as John Bright, Ltd.; and (3) if requested by the plaintiffs to disclaim any connection in their principal windows. There would be no other order except that the plaintiffs should have general liberty to apply and the defendants would pay the costs of the action down to and including the judgment. COUNSEL: *Courthope Wilson*, K.C., and *John Bennett*; *Maugham*, K.C., *Sheldon*, and *Colquhoun Dill*. SOLICITORS: *Torr & Co.* for *C. B. Hudson*, Rochdale; *Bartlett & Gluckstein*.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Re FARROW'S BANK, LTD. Astbury, J. 19th July.

BILL OF EXCHANGE—CHEQUE—SUSPENSION OF BANK—MONEY RECEIVED AFTER STOPPAGE—AGENT OR HOLDER FOR VALUE—WINDING-UP—BILLS OF EXCHANGE ACT, 1882 (45 & 46 Vict. c. 61), s. 82—BILLS OF EXCHANGE (CROSSED CHEQUES) ACT (6 Edw. 7, c. 17), 1906.

The payee of a cheque paid it into his account at his bank and three days later the bank stopped payment. Subsequently the bank received the money for the cheque and on the same day presented their petition for winding up. The payee claimed to be entitled to be paid the full amount of the cheque and not merely a dividend.

Held, that the money was never collected by the bank at a time when they could convert it into their own money and therefore the payee was entitled to be paid the amount in full.

This was a summons by the liquidator of Farrow's Bank for directions whether Mr. H. J. Voyce, a customer of the bank, and the payee of a cheque, which he had paid into his account, was entitled to be paid in full or only a dividend on the amount, the question being whether at the time of the winding up the bank held the cheque for collection or held it as holders for value. The cheque was drawn on the West Bromwich branch of the London Joint City and Midland Bank in favour of Voyce, and was paid by him to his account at the Birmingham branch of Farrow's Bank on 16th December, 1920. It was sent to Barclays Bank in London, who were the clearing agents of Farrow's Bank and was received by them and sent to the Clearing House on 17th December. The cheque had been credited to Voyce's account at the Birmingham branch on 16th December. On 18th December, the West Bromwich branch debited the cheque against the drawer's account. 18th December was a Saturday, and on Monday, 20th December, Farrow's Bank suspended payment about 8.30 a.m., and the bank and its branches were not opened on that day. At 12.30 p.m. the head office of the London Joint City and Midland Bank settled payment of the cheque with Barclays Bank who at once credited Farrow's Bank with the amount. At 2.30 p.m. on 20th December, Farrow's Bank presented their petition for winding up. In the meantime Voyce had drawn against the sum credited to him on the cheque. The pass book supplied to Voyce stated that proceeds of remittances were only available after receipt by the bank, and the paying-in slip stated that the bank could refuse to honour cheques drawn against cheques paid in until they had been honoured. For the liquidator it was contended that the bank was in possession as holder and not as collector and that the relation between the bank and its customer, being that of debtor and creditor, Voyce was only entitled to a dividend with the other creditors.

ASTBURY, J., said that the two questions which arose were, first, whether the bank took the cheque as holders for value on 16th December, or whether, what was the more usual banking practice, for collection only; and secondly, if they took it only for collection, did they so collect the money as to turn the relation between them and Voyce from that of principal and agent into that of debtor and creditor. The first point, as to what was the character in which the bank received the cheque, was a question of fact: *McLean* v. *Clydesdale Banking Company* (9 App. Cas. 95). That case turned on the fact that on the evidence both the customer and the bank intended the bank to become holders for value. The liquidator relied on *Capital and Counties Bank* v. *Gordon* (1903, A.C. 240), but it appeared that the expression relied on in the judgments must be read in relation to the facts of that case, and the most relevant fact was that there was an arrangement or course of practice between the customer and the bank that the customer should not draw against cheques paid in until they were cleared. Since the Bills of Exchange (Crossed Cheques) Act, 1906, it was not arguable that the mere crediting of a cheque paid into a customer's account independently of any arrangement between the bank and the customer converted the bank into a holder instead of an agent within s. 82 of the Bills of Exchange Act 1882. He held, therefore, that the bank took the cheque as agents for collection and not as holders. That being so, the question arose whether the money was received by Farrow's Bank in time to become their property

as on a debtor and creditor's account. It was common ground that the bank stopped payment long before the money was received. It appeared to him that after the bank had ceased to act as a going concern it had no longer any authority from Voyce to take his money, received by them after the stoppage, and convert it into the money of the bank. The money was never collected by Farrow's Bank at a time when they could convert it into their own money. Accordingly Voyce was entitled to be paid the amount of the cheque in full.—COUNSEL: *Topham*, K.C., and *Cohen*; *Micklem*, K.C., and *Bischoff*. SOLICITORS: *Lawrence, Webster, Messer and Nicholls*; *Sharpe, Pritchard & Co.*, for *Mathews, James & Crossley*, Birmingham.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

SHEARS AND SONS, LTD. *v.* JONES AND ANOTHER.

Russell, J. 10th, 11th and 12th July.

BILL OF SALE—AGREEMENT TO EXECUTE—REGISTRATION—CHATTELS—EQUITABLE TITLE—BILLS OF SALE ACT, 1878 (41 & 42 Vict., c. 31), s. 4.—BILLS OF SALE ACT, 1878, AMENDMENT ACT, 1882 (45 & 46 Vict., c. 43), ss. 4 & 8.

An agreement to assign chattels upon the happening of a particular contingency gives an equitable title to the chattels and is a bill of sale.

Edwards *v.* Edwards (1876, 2 Ch. D. 291) *applied.*

This was an action for specific performance of an agreement to give a bill of sale. The facts were as follows: In September, 1920, the plaintiffs obtained judgment against the defendant J. W. Jones for £1,000 and costs, and in March, 1921, threatened to file a bankruptcy petition against him. On the 14th March, 1921, the defendant J. W. Jones, and his wife, the defendant T. Jones, entered into an agreement with the plaintiff as follows: "In consideration of your forbearance at our request to proceed with the filing of a bankruptcy petition against the undersigned John William Jones we hereby jointly and severally undertake and agree in the event of your not receiving within two calendar months from this date the balance due to you on the judgment [1920-J.-1789] to execute two several bills of sale for securing payment to you of the above-mentioned sum on the household furniture and effects belonging to us severally at Number 27, Porchester Road, Bournemouth. (Signed) J. W. Jones. Theresa Jones." A receiving order was made against the defendant J. W. Jones on the 6th July, 1921, on the petition of a creditor other than the plaintiffs, and on the 20th July, 1920, the defendant T. Jones having refused to execute a bill of sale in favour of the plaintiffs, they issued a writ claiming specific performance of the above agreement. The defendant J. W. Jones did not defend the action. The defendant T. Jones contended that the agreement was incapable of specific performance, and was a bill of sale within the meaning of the Bills of Sale Act, 1882, and that as it had not been registered, it was void under s. 8 of that Act. It was contended for the plaintiffs that the agreement was not a bill of sale, because it did not operate to create an immediate equitable security.

RUSSELL, J., after stating the facts, said: By s. 4 of the Act the expression "bill of sale" includes "any agreement whether intended or not to be followed by the execution of any other instrument by which a right in equity to any personal chattels or to any charge or security thereon shall be conferred" whereby the grantee has power to take possession of the personal chattels comprised in it. This agreement gives the plaintiffs a contingent charge on the chattels comprised in it, the contingency being the non-payment of the sum due within two months, and is a bill of sale within the meaning of the Acts. The case is covered by *Edwards* v. *Edwards* (*supra*), a decision of the Court of Appeal under the Bills of Sale Act, 1854, where the definition of bill of sale was much narrower than under the Bills of Sale Act, 1882, that an agreement to assign chattels on the happening of a particular contingency gave an equitable title to the chattels and was a bill of sale. I hold that the agreement of 14th March, 1921, is a bill of sale within the meaning of the Bills of Sale Act, 1882, which, being unregistered, is bad, and no relief can be claimed in respect of it. Accordingly it is not necessary to decide whether in any circumstances the court has power to order specific performance of an agreement to give a bill of sale. The action will be dismissed with costs.—COUNSEL: *Barrington Ward*, K.C., and *Graham Mould*; *Courthope Wilson*, K.C., and *H. Watt Dollar*. SOLICITORS: *Peacock & Goddard*, for *Trevanion, Curtis & Ridley*, Bournemouth; *Corbould-Ellis, Mitchell & Mawby*.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

HOWARD, HOULDER & PARTNERS, LTD. *v.* MANX ISLES STEAMSHIP CO., LTD.

McCardie, J. 21st and 26th June.

SHIPPING—CHARTER-PARTY—AGENCY—COMMISSION NOTE—"PURCHASE CONTAINED IN THE CHARTER"—INDEPENDENT SALE DURING PERIOD OF CHARTER—RIGHT TO COMMISSION—QUANTUM MERUIT.

A charter-party, which had been negotiated by a firm of steamship agents and brokers, contained the following clause as to purchase: "Charterers have option of purchasing steamer at any time between the date of signing charter and the completion of charter period for the sum of £125,000 . . . ." A commission note, representing the bargain with the brokers in respect of the charter-party, after providing for payment of 5 per cent. brokerage on hire as earned and paid under the charter, continued "should the option of purchase contained in the charter be availed of, the brokerage on purchase to be 3½ per cent., payable on the final completion of the purchase." The charter ran for a short time, and a sale was then made for £65,000.

Held, that this sale was a fresh bargain, and not an exercise of "the option to purchase contained in the charter," referred to in the commission note. And that (1) the brokers, having regard to the decision in L. French & Co., Ltd. *v.* Leeston Shipping Company, Ltd. (1922, A.C. 451), *were not entitled to 5 per cent. commission on the total hire, which would have been earned if the vessel had not been sold; (2) that they were not entitled to the 3½ per cent. commission, as this sale was the result of a bargain wholly distinct from that referred to in the commission note, and one in the negotiation for which they took no part; and (3) that they could not recover commission on a quantum meruit.*

The plaintiffs, who were steamship agents and brokers, commenced negotiations in 1919 between the defendants and a limited company relating to the suggested purchase of a vessel which had been chartered some years previously by the defendants through the instrumentality of the plaintiffs. The plaintiffs had received commission in respect of that charter, which was due to expire in 1920. The negotiations as to the suggested purchase developed into negotiations for a fresh charter-party and eventually terms were agreed upon, and a charter for a period of five years, from the expiration of the previous charter, was signed in January, 1920. The fresh charter contained the following clause as to purchase: "Charterers have option of purchasing steamer at any time between the date of signing charter and the completion of charter period for the sum of £125,000 . . . ." A sum was also payable monthly for the hire of the vessel. The bargain as to the reward of the plaintiffs was embodied in a commission note which, after providing for the payment by the defendants to the plaintiffs of 5 per cent. brokerage "on hire as earned and paid," continued thus: "Should the option of purchase contained in the charter be availed of, the brokerage on purchase to be 3½ per cent., payable on the final completion of purchase . . . ." About eight months after the coming into operation of the charter-party, shipping conditions having greatly changed, the defendants sold the vessel for £65,000. The plaintiffs, having made certain claims as to which the defendants denied liability, commenced this action and claimed:—(1) 5 per cent. on the total hire which would have been earned, alleging that they had been deprived of their future commission by the sale of the vessel; (2) alternatively, 3½ per cent. on the £65,000; (3) remuneration on a *quantum meruit* in respect of their services which, as they alleged, had resulted in the sale for £65,000.

MCCARDIE, J., in delivering a considered judgment, said that the first claim failed, as it was governed by the decision of the House of Lords in *L. French & Co., Ltd.* v. *Leeston Shipping Company, Ltd.* (*supra*), there being, as in that case, no evidence that the sale was effected by the defendants in order to escape payment to the plaintiffs in respect of the hire under the charter. With regard to the second and third heads, the option in the charter was an option to purchase pursuant to express terms which fixed the price at £125,000. That option was never exercised, the owners and charterers having made a totally distinct bargain whereby the vessel was sold for £65,000. In the commission note the agreement was that, if the option of purchase "contained in the charter" were availed of, the brokerage on purchase was to be 3½ per cent. payable on the final completion of the purchase. The plaintiffs took no part in the wholly distinct bargain resulting in the sale for £65,000, and could not recover on the actual terms of the commission note. It had been argued, however, that they were entitled to recover on a *quantum meruit* for services performed and resulting (as it was alleged), either directly or indirectly, in the sale of the vessel for £65,000. It must be pointed out, however, that the commission note represented the result of the discussion between the plaintiffs and the defendants. It embodied their bargain, and their agreement was reduced into writing. There was no collateral arrangement whatsoever, and the rights of the parties were to be found in the commission note alone. If that were so, the rule "*expressum facit cessare tacitum*" applied in the present case. There was no scope, on the present facts, for the operation of the principle of "*quantum meruit*." To decide otherwise would be to ignore the well-established rule as to which see (*inter alia*) *Mason* v. *Clifton*, 3 F. & F. 899; Halsbury's "Laws of England," Vol. 1, p. 193. His lordship, therefore, gave judgment for the defendants.—COUNSEL: *Jowitt*, K.C., and *Claughton Scott*; *Neilson*, K.C., and *Philip Vos*. SOLICITORS: *W. A. Crump & Son*; *Rawle, Johnstone & Co.*, for *Hill, Dickinson & Co.*, Liverpool.

[Reported by J. L. DENISON, Barrister-at-Law.]

The Times correspondent at New York, in a message of 23rd July, says: A novel course was taken yesterday by the Chicago Court as a means of ending the domestic trouble between John Haas, a business man, and his wife. Mrs. Haas, who was suing for divorce, complained of her husband's fondness for the company of other women. Having heard a great deal of conflicting evidence the judge refused to grant a decree, and settled the case to the satisfaction of both parties by means of two injunctions. The first restrains Mr. Haas from "visiting, seeing, talking to or riding with any woman except his wife." As a concession to Mr. Haas' plea that he was the victim of gossip, the judge directed the second injunction to his mother-in-law, ordering her to refrain from "visiting, talking with or in any way interfering with the domestic happiness and connubial felicity of Haas and his wife."

In Parliament.

New Statutes.

On 20th July the Royal Assent given to—

Finance Act, 1922.
Infanticide Act, 1922.
Gaming Act, 1922.
Indian High Courts Act, 1922.
Treaties of Washington Act, 1922.
Summer Time Act, 1922.
Harbours Docks and Piers (Temporary Increase of Charges) Act, 1922.
Government of Northern Ireland (Loan Guarantee) Act, 1922.
British Empire Exhibition (Amendment) Act, 1922.
Anglo-Persian Oil Company (Payment of Calls) Act, 1922.
Canals (Continuance of Charging Powers) Act, 1922.
Bread Acts Amendment Act, 1922.
Sale of Tea Act, 1922.
Unemployment Insurance (No. 2) Act, 1922.
Universities (Scotland) Act, 1922.

and to a number of Provisional Orders and Local Acts.

House of Commons.

Questions.

JUDICIARY (SCOTLAND).

Lieut.-Colonel POWNALL (Lewisham, East) asked the Secretary for Scotland what action has been taken as to the recommendation of the Geddes Committee that an independent committee should be set up to consider the possibility of reforms, with a view to economy, in Scottish judicial arrangements?

THE SECRETARY FOR SCOTLAND (Mr. Munro): The suggestions on which the recommendation of the Geddes Committee was based were the subject of an exhaustive inquiry by a Royal Commission in 1870, which reported against them. I do not in these circumstances propose, as at present advised, to hold the inquiry proposed.

Lieut.-Colonel POWNALL: In view of the fact that the inquiry took place fifty-two years ago, and that the need for economy is presumably more than it was in 1870, will not the right hon. Gentleman consider the making of some economies in the very expensive Scottish judicial system?

Mr. MUNRO: If I might respectfully recommend my hon. and gallant Friend to study the Reports of that Commission, he will find that there are considerations to-day just as strong as were then advanced, and, moreover, the population of Scotland has increased by 45 per cent. since that date.

DIVORCE PROCEEDINGS (PRESS REPORTS).

Sir THOMAS BENNETT (Sevenoaks) asked the Home Secretary if his attention has been called to the character of the reports in the daily Press of recent divorce proceedings: and if, in view of these reports, he will consider the propriety of acting upon the recommendation of the Royal Commission on Divorce and Matrimonial Causes that power should be expressly conferred by Statute upon judges to close the Court for the whole or part of a case if the interests of decency or morality so require or, alternatively, to order that evidence unsuitable for publication for the same reason should not be reported?

Sir J. BAIRD: Yes, sir. My right hon. Friend's attention has been called to these reports, and he will consult the Lord Chancellor as to whether any steps can usefully be taken in the direction indicated by my hon. Friend.

SUDAN COURTS (EGYPTIAN ADVOCATES).

Mr. SWAN (Barnard Castle) asked the Under-Secretary of State for Foreign Affairs if he is aware that the Egyptian bar requested permission to send Egyptian lawyers to defend Lieutenant Aly Abdul Latif, and that the Sudan legal secretary issued a communiqué throughout the Press bureau to the effect that he could not allow any lawyers from Egypt or from Europe to plead before the Sudan law courts at Khartoum; is he aware that Egyptian lawyers pleaded before these courts two years ago; and will he say whether the present policy indicates a separation of the Sudan from Egypt?

Mr. HARMSWORTH: Under the regulations as to advocates in the Sudan a licence to practice in the Sudan Courts is required, for which privilege a considerable annual fee is paid. Casual advocates, whether from Egypt or from Europe, are not, therefore, permitted to appear in official cases at Khartoum, so long as a choice of advocates who regularly practise there is available for anyone. These facts were alluded to in a recent communiqué issued at Khartoum on the occasion referred to by the hon. Member. I have no information as to the incident referred to in the second part of the question. As regards the last part, the policy of His Majesty's Government has undergone no change. The Sudanese legal authorities have always been at liberty to frame their own rules in these matters.

INCOME TAX (EMPLOYÉS).

Major GLYN (Stirling) asked the Chancellor of the Exchequer whether, if application be made by any public company, notably a railway company, to the Treasury to obtain a clear definition of the exact range of people in its employment who fall for assessment under Schedule D and Schedule E, such an answer can be given as will remove the misconceptions founded upon the decision of the House of Lords in the case of the railway clerk, Mr. W. H. Hall, and the reasons advanced by the Chancellor of the Exchequer in refusing to accept an Amendment to the Finance Bill, Clause 15, at the end of s-s. (6)?

Sir J. BAIRD: Under the provisions of Clause 18 of this year's Finance Bill, all employés become assessable to Income Tax on one common basis under Schedule E. The Bill thus removes the serious want of uniformity that has previously existed in the treatment of various classes of employés. As regards assessments for years prior to the current year 1922-23 still to be made upon employés who have hitherto been assessed under Schedule E, but who might possibly be affected by the decision of the House of Lords in the case of Mr. W. H. Hall, I would refer to the provisions of Sub-clause (6) of Clause 18. My hon. and gallant Friend will appreciate that in these circumstances the question of discriminating, in the manner suggested, between the employés of a company for Income Tax purposes does not now arise. (19th July.)

TRUSTS AND COMBINES.

Mr. WATERSON (Kettering) asked the Prime Minister whether the Government are still pursuing their inquiries with regard to the extent and operation of trusts and combines; and whether it is intended to introduce legislation on this subject next Session, having regard to the promise officially given on behalf of the Government early in 1921?

Sir W. MITCHELL-THOMSON: I have been asked to reply. The whole subject is still under consideration, but I cannot give any undertaking as to the introduction of legislation.

CROWN AND GOVERNMENT LANDS.

Mr. LYLE (West Ham) asked the Prime Minister whether the Government proposes to take any action and, if so, of what nature, on the recommendations of the Committee on Crown and Government Lands; whether, under those recommendations, substantial economies in administration are possible or whether staffs would have to be increased; and whether he will place in the Library of the House, for the information of Members, a large scale map showing where the one and one-fifth million acres administered by Government Departments are, so that it may be possible to study the need for retaining them?

Sir R. HORNE: The Report is under consideration; it is hoped that economies would be possible in the event of its being adopted. It would hardly be practicable to place in the Library a large scale map, showing the situation of 1,200,000 acres, but I will consider whether a map could not be prepared to give the information desired. (20th July.)

Bills Presented.

Measuring Instruments Bill—"to extend the power of the Board of Trade to make Regulations with respect to measuring instruments used for trade, and to amend the law with respect to instruments used in ascertaining wages, and for purposes connected therewith": Sir William Mitchell-Thomson. [Bill 204.] (19th July.)

Universities of Oxford and Cambridge Bill—"to make further provision with respect to the Universities of Oxford and Cambridge and the colleges therein": Mr. Fisher. [Bill 208.]

Rabbits Bill—"to enable local authorities in certain cases to provide for the destruction of rabbits": Sir Arthur Boscawen. [Bill 209.] (24th July.)

Bills in Progress.

19th July. Milk and Dairies (Amendment) Bill [Lords]. On moving the Second Reading, the Minister of Health (Sir Alfred Mond) said that the reason why he was introducing the Bill at this stage of

the Session and asking the House to pass it before the adjournment, was because in 1915 a Milk and Dairies Bill was passed, the operation of which was postponed until after the War, and which would come into operation automatically on the 1st September. The Act of 1915 was a very large and ambitious Measure, dealing with the question of milk and milk production on a very elaborate and expensive scale. It was felt at the time the Bill was introduced that it was impossible to put it into operation during the War. The present condition, both in regard to the finances of the country and the industry of agriculture, were such that it would be generally agreed that the Act was not one which could wisely be put into operation at the present time. One course was to postpone the operation of the Act of 1915 for a further number of years, and the other course was to endeavour at the present time, in the least ambitious and least expensive way, to improve the supply of milk and the production of milk. The present Bill, which had been carefully considered from the consumers' point of view, adopted the latter course. It was the result of very careful consultation between the Ministry of Agriculture, the Central Chamber of Agriculture, the Farmers' Union, the leading producers of high-grade milk, and all those who have taken most interest in the clean milk question. Bill read a second time, and committed to a Standing Committee.

21st July. War Services Canteens (Disposal of Surplus) Bill. Read a second time, considered in Committee, and reported without amendment.

Post Office (Parcels) Bill, which makes further provision for the remuneration of railway companies for parcels traffic. Read a second time and committed to a Standing Committee.

Representation of the People (No. 4) Bill. In moving the Second Reading the Attorney-General said: "This is a one Clause Bill. In the Act of 1918, s. 34, provision was made to prevent expenditure being incurred at elections, and thus increasing the total expenditure, unless such expenditure was authorised properly by the election agent and brought into the account of the candidate by whose agent it was authorised. It has been found that considerable expenditure has taken place at elections by companies and not by persons. Section 34, which made irregular and unauthorised expenditure a corrupt practice, provided that certain penalties should be imposed upon the persons who committed the offence; but where the offence was committed by a corporation the provision as to imprisonment did not apply. In these circumstances, a considerable amount of expenditure has taken place which all parties in the House consider ought to come within s. 34. The proposal which has been accepted by all parties is that we should adopt the method now applying in a great number of other Acts, and say that where a company engages in these activities, the persons who shall be responsible shall be a director or officer of the body corporate; but we give an opportunity, as in other Acts, for proof being put forward that the particular person had no part or lot in incurring the expenditure. The Bill has been accepted in its actual terms by all parties." Bill read a second time, considered in Committee, and reported without amendment.

Celluloid and Cinematograph Film Bill [Lords]. As amended (in the Standing Committee), considered, and further amendments made.

24th July. War Services Canteens (Disposal of Surplus) Bill, and Representation of the People (No. 4) Bill. Read the third time, and passed.

Celluloid and Cinematograph Film Bill [Lords]. Read the third time, and passed, with amendments.

25th July. Electricity (Supply) Bill [Lords.] As amended in the Standing Committee, considered, and read the third time.

Criminal Law Amendment Bill. As amended in the Standing Committee, considered.

New Orders, &c.

New Trustee Stock.

COLONIAL STOCK ACT, 1900 (63 & 64 Vict., c. 62).

ADDITION TO LIST OF STOCKS UNDER SECTION 2.

Pursuant to s. 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the undermentioned Stock registered or inscribed in the United Kingdom:—

Straits Settlements 4½ per cent. Inscribed Stock, 1935-45.

The restrictions mentioned in s. 2, s-s. (2), of the Trustee Act, 1893, apply to the above Stock. (See Colonial Stock Act, 1900, s. 2.)

Order in Council.

ENFORCEMENT OF OVER-SEA BRITISH JUDGMENTS.

It is officially announced that, in view of the provisions of Part II of the Administration of Justice Act, 1920, which provides for the enforcement in the United Kingdom of judgments made by Courts in any part of His Majesty's dominions or in any territories under His Majesty's protection to which the Act extends, the legislatures of Northern Rhodesia and the Uganda Protectorate have made reciprocal provisions for the enforcement therein of judgments obtained in the High Court in England, the Court of Session in Scotland and the High Court in Ireland.

An Order in Council has accordingly been issued extending Part II of the Act to Northern Rhodesia and the Uganda Protectorate.

(28th June.)

ENFORCEMENT OF MAINTENANCE ORDERS MADE IN THE OVER-SEA DOMINIONS.

It is officially announced that Orders in Council have been issued extending the Maintenance Orders (Facilities for Enforcement) Act, 1920, to the Dominion of New Zealand, Bermuda and the Gilbert and Ellice Islands.

The Act provides for the enforcement in England and Ireland of maintenance orders made by Courts in any part of His Majesty's dominions outside the United Kingdom to which it extends, and the legislatures of the above mentioned parts of His Majesty's dominions, to which the Act has now been extended, have made reciprocal provisions for the enforcement therein of Maintenance Orders made by Courts in England and Ireland.

(28th June.)

Committee.

RENT RESTRICTIONS ACT (COMMITTEE OF INQUIRY).

This Committee will consist of:—Major Sir Henry Norman (Chairman), Lord Eustace Percy, Mr. Alexander Shaw, Lieut.-Colonel Watts-Morgan, Major Barnes, Sir Aubrey Symonds, Second Secretary, Ministry of Health, Judge Sir Edward Bray, Mr. A. S. D. Thomson, Sheriff Substitute for Lanarkshire, Mr. T. White, Chairman of the National Federation of Assessment Committees, Mr. B. P. Moodie, Assistant Secretary of the Scottish Office, and Sir Theodore Gervase Chambers, nominated by the President of the Surveyors' Institute.

The Terms of Reference are:—"To consider the operation of the Increase of Rent and Mortgage Interest (Restrictions) Act, and to advise what steps should be taken to continue or amend that Act."

The Secretary of the Committee will be Mr. H. H. George, of the Ministry of Health.

Societies.

Inner Temple.

The Library will be closed for the month of August. During that period members of the Inner Temple will have the privilege of using the Library of the Middle Temple.

Gray's Inn.

LONG VACATION.

The Library will be open as follows:—August 1st to 31st, 10 a.m. to 2 p.m. Closed on Saturdays and on Bank Holiday. September 1st to 30th, 10 a.m. to 4 p.m.; Saturdays, 10 a.m. to 1 p.m.

The Hardwicke Society.

The annual dinner of the Hardwicke Society was, says *The Times*, held on the night of the 21st inst., at the Connaught Rooms, Mr. R. S. T. Chorley, the president, in the chair. Lord Sumner, responding for the guests, said that for the next thirty or forty years the law of the country was going to be, in their hands, either a bulwark of law and order or a mere lip-service to the demands of the populace to whom, not being trained in the pursuit, it seemed to be only tedious pedantry. Mr. Augustine Birrell, K.C., in proposing the toast of "The Hardwicke Society," claimed to be one of the oldest legal practitioners present, having studied Stephen's edition of Blackstone in the year 1866. He said that the old law had been abolished, and it was a grave question whether the law would remain a learned profession. Unless it did, it would not retain its high position in the estimation of the public. He believed, however, there was enough left in principle and practice to carry them on for the next hundred years. The toast of "The Bench and Bar," proposed by the Rev. Hugh Chapman, chaplain of the Chapel Royal, Savoy, was responded to by Lord Justice Bankes and Mr. Douglas Hogg, K.C.

"Barrister-at-law" writing to *The Times*, 25th inst., says:—It is time that some steps were taken to make the "Daily Cause List" a trustworthy guide to the business of the Law Courts. This morning it failed to announce the sittings of the House of Lords and the Judicial Committee of the Privy Council, and it dismissed the Court of Criminal Appeal with the reference "For list of cases see Criminal Appeal Court List"—a separate publication which is not supplied to subscribers to the Cause List. Even the constitution of the Court was not mentioned.

The Possession of Incendiary Bombs

Mr. Justice Shearman, at the Central Criminal Court on Monday says *The Times*, passed sentence of two years' imprisonment on Elizabeth Eadie, thirty-seven, widow, an Irishwoman, who was brought up for judgment on the charge, on which she was found guilty on Friday, the 21st inst., of having in her possession eleven incendiary bombs.

Mr. Justice Shearman, after the prisoner had left the Court, said it was not his custom to address to a prisoner any observations in the nature of a religious homily or remarks about the character of the offence, as it did not strike him that at the present day such remarks should be hurled at a prisoner. But he was moved, having regard to the nature of the cases he tried last week, to say a few words. In his view the principles of Christianity, morality, and justice that he had to administer were exactly the same. It was not for him to offer spiritual advice to prisoners, but it was clear that some of these crimes he had to deal with had emanated from people who glorified murder and incendiarism. It was incomprehensible to him how any system of Christianity, morality, or justice could co-exist with such a belief. It seemed to him that some of these people were sadly in need of spiritual advice. It was not for him to give it and it ought to come from the proper quarter. He did not inquire what Church they belonged to and his remarks did not apply to any particular Church. But any kind of Christian teaching should be directed by those who had charge of it against propaganda of that nature.

Continuing, Mr. Justice Shearman said he wished to state his reasons for the sentence he had just passed, as it was subject to revision either in public, by the Court of Criminal Appeal or in private by those who advised His Majesty. The prisoner was charged on some of the counts under the Explosive Substances Act of 1883, sections of which gave power to impose long sentences of penal servitude. The Act was one of a most stringent character and ought to be described as emergency legislation. He had dealt with the case only on the third count, which gave him power to treat it as a misdemeanour under the Malicious Injuries to Property Act, the maximum sentence under which was two years' imprisonment. He had not dealt with the prisoner, as he might have done, under the emergency legislation because he did not think there was any need for panic or for emergency punishment at the present time. He had treated it as a misdemeanour, but he had given the maximum sentence because it was a bad case of harbouring explosives for use by other persons for committing arson. The bombs contained thermit—a most dangerous agent—which had enabled us to resist the Zeppelin menace and which created a fire practically inextinguishable.

Court Papers.

Supreme Court, England.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday July 31	Mr. More	Mr. Hicks Beach	Mr. Hicks Beach	Mr. Bloxam
Date.	**Mr. Justice Sargant.**	**Mr. Justice Russell.**	**Mr. Justice Astbury.**	**Mr. Justice P. O. Lawrance.**
Monday July 31	Mr. Jolly	Mr. More	Mr. Synge	Mr. Garrett

The Long Vacation will commence on Tuesday, the 1st day of August, 1922, and terminate on Wednesday, the 11th day of October, 1922, inclusive.

Law Students' Journal.

The Law Society.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on 5th and 6th July, 1922 :—

Allen, Stanley Thomas
Ashton, Richard Henry Sambrook
Bailey, William John
Bantoft, Arthur
Bateman, Dudley Mills
Beaumont, Alfred Easthope
Berthon, Harold Peter Willoughby
Blackhurst, Alfred Bernard
Brewer, Vivian Knighton
Brutton, Guy Phipps
Burrows, Algernon Francis Roche
Counsell, Frederick Charles
Crehan, James Patrick
Davies, Jethro Owen
Day, Geoffrey Maxwell
Dineen, Thomas Tempest
Dutton, Ronald Moore
Evans, Thomas Kingsley
Frank, Richard Lionel
Furlong, Edward Thomas
Gilfillan, Adam Eric
Gillis, Douglas James
Gleed, George Alfred
Godson, Humphrey Joseph
Hall, Cecil Charlesworth
Hannay, Stewart
Hodges, Leonard Henry Doveton
Iliff, John
Lilly, Joseph
Lock, Augustus Harold
MacBean, James Bremner
Marcus, Richard Herbert
Marton, Oliver Egerton Christopher
Matthews, George Christian Baird
Messom, Thomas Henry Bravington
Mills, Bertie
Mott, Edward Harris
Palframan, Stanley George
Parry, David Maddock
Parsons, Walter Henry
Pemberton, Frank
Powell, Thomas Edward John Nathaniel
Prosser, David Russell
Radcliffe, John Maxwell
Richardson, John Harry
Roe, Bertram Charles
Taylor, Edward Athol William
Thomas, Reginald Hubert
Tompkins, Thomas Roffey
Turner, Thomas Andrew
Vanner, William Engelbert
Ward, Humphrey Kenneth Carpenter
Watson, Cecil Arnold
Williams, Rowland Francis
Witchell, Mark Edwin Northam
Wood, Frank Noel
Wright, Charles Henry

No. of Candidates, 106; passed, 57.

By Order of the Council,
E. R. COOK, Secretary.

Law Society's Hall, Chancery Lane, London, W.C.2.
21st July, 1922.

Legal News.

General.

Mr. Charles Richards Steward, of Ipswich, one of the oldest solicitors in Suffolk, left estate of gross value £31,298.

Colonel Sir Charles Close, F.R.S., who has occupied the post of Director-General of the Ordnance Survey since 1911, will retire from the Service on 11th August next, and the Minister of Agriculture and Fisheries, with the approval of the Army Council, has appointed as his successor, Colonel E. M. Jack, D.S.O., the officer in charge of the Geographical Section of the General Staff at the War Office.

A will, dated 24th July, 1921, written in shorthand on a French wireless telegraph form by Mr. Skinley Charles Orrin, a commercial traveller, of Braintree, Essex, who died in hospital at Antwerp on 26th July, 1921, has been admitted to Probate "in solemn form" after its force and validity had been upheld by the President of the Probate Court. The value of the property is sworn for probate at £2,110 gross with net personalty £1,892.

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.
CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—TUESDAY, July 18.

BRISTOL ADVERTISING CO. LTD. Aug. 29. John B. Butterworth, 36, Corn-st., Bristol.
RIDINGS ESTATES LTD. Aug. 21. John Thomas, 60, Pear-st., Halifax.
VETERANS' CLUBS LTD. July 21. Thomas G. Rawlins, 45, King William-st., E.C.4.
CITY GENERAL TRUST LTD. Aug. 21. C. W. Crichton, Imperial House, Kingsway, W.C.2.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, July 18.

Stuart & Moore Ltd.
Pimlott & Halley Ltd.
Pinkney & Edward Ltd.
Ilkeston Conservative Club Co. Ltd.
The Rhodesian Properties Ltd.
British New Guinea Development Co. Ltd.
South Manchester R.A.O.B. (G.L.E.) Hall and Institute Ltd.
Infants Footwear Ltd.
British Trinidad Steamship Co. Ltd.
Fred Faulkner Ltd.
Blairs Ltd.
The Windsor Rope and Brattice Cloth Co. Ltd.
The Southborough Land Co. Ltd.
Sturbridge Brick Co. Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—TUESDAY, July 18.

ALLINSON, EDWARD J., Nuneaton, General Dealer. Coventry. Pet. July 13. Ord. July 13.
ANAGNOS, ARIS, Liverpool. Liverpool. Pet. Dec. 17. Ord. July 14.
ATKIN, THOMAS, Scredington, Lincoln, Farmer. Boston, Pet. July 15. Ord. July 15.
BREWER, WILLIAM J., Dalton-in-Furness, Licensed Victualler. Barrow-in-Furness. Pet. July 13. Ord. July 13.
CHALKLEY, C. A., Mincing-lane, E.C., Steamship Broker. High Court. Pet. June 27. Ord. July 11.
COLLIS, LESLIE, Derby, Sheet Metal Worker. Derby. Pet. July 13. Ord. July 13.
COPPING, ARTHUR G., Maldon, Essex, Cycle Agent and Repairer. Chelmsford. Pet. July 14. Ord. July 14.
J. DAWSON & SON, Liverpool, Coal Merchants. Liverpool. Pet. June 30. Ord. July 13.
DIAMONDSTONE, MENDELSON, Blyth, Watchmaker, Jeweller and Optician. Newcastle-upon-Tyne. Pet. July 12. Ord. July 12.
DUTTON, JOSEPH, Bettisfield, Flint, Farmer. Nantwich. Pet. July 13. Ord. July 13.
DYER, JAMES G., Brighton. Brighton. Pet. April 22. Ord. July 14.
ENGLAND, FRANK B., Putney, Engineer and Company Director. Wandsworth. Pet. May 17. Ord. July 13.
ENTWISTLE, ERNEST G., Bedford-st., Strand, Proprietor of Fashion Drawing School. High Court. Pet. July 13. Ord. July 13.
EVANS, EMLYN, Warrington, Cycle Dealer and Repairer Warrington. Pet. July 14. Ord. July 14.
FISHER, SAMUEL, Bargoed, Draper. Merthyr Tydfil. Pet. June 28. Ord. July 14.
GLEDHILL, WILLIAM G., Bridport, Tailor. Dorchester. Pet. July 13. Ord. July 13.
GOODWIN, GERALD, Southsea, Confectioner. Portsmouth. Pet. July 11. Ord. July 11.
HAMPSON, ROBERT, Lyneal, near Ellesmere, Salop, Farmer. Wrexham. Pet. July 14. Ord. July 14.
HARTLEY, FLORRIE, Leeds, Retail Beer Seller. Leeds. Pet. July 14. Ord. July 14.
JONES, DAVID A., Newcastle Emlyn, Carmarthenshire, Draper. Carmarthen. Pet. June 29. Ord. July 11.
KAY, LEONARD H., Droylsden, Lancs, General Dealer. Ashton-under-Lyne. Pet. July 15. Ord. July 15.
KENNELL, ARTHUR, West Bromwich, Wholesale Grocer and Provision Merchant. West Bromwich. Pet. July 13. Ord. July 13.
LANDAU, HARRIS, Bishopsgate, Woollen, Silk and General Merchant. High Court. Pet. July 13. Ord. July 13.
LARDNER, MARY, Ealing, Boarding House Proprietor. Hastings. Pet. June 23. Ord. July 14.
LINDER, NORMAN, Leman-st., E., Merchant. High Court. Pet. June 20. Ord. July 12.
LOTTEY, WILLIAM, and CONNELLY, ALBERT, Keighley, Grocers. Bradford. Pet. July 14. Ord. July 14.
MASON, MORRIS, and SWIRLING, FRANK, Salford, Clothing Manufacturers. Salford. Pet. July 11. Ord. July 11.
MITCHELL, AARON H., and CLARE, ALBERT E., Catford, S.E. Fish Salesmen. High Court. Pet. July 15. Ord. July 15.
MOORE, JOHN H., Lyme Regis, Auctioneer. Exeter. Pet. July 13. Ord. July 13.
MORELAND, GEORGE, Manchester. Manchester. Pet. July 3. Ord. July 14.
NEERENBERG, OSCAR, Nottingham, Draper. Nottingham. Pet. July 13. Ord. July 13.
NORRIS, JOSEPH B., Blackpool, Electrical Engineer. Blackpool. Pet. May 11. Ord. July 12.
PACKER, SIDNEY C., and PACKER, SYDNEY R. S., Leicester. Motor Engineers. Leicester. Pet. July 14. Ord. July 14.
RIDGWAY, JAMES T., Hazel-grove, Chester, Hardware Dealer. Stockport. Pet. July 13. Ord. July 13.
ROBSON, JAMES E., Willington, Durham, Confectioner and Tobacconist. Durham. Pet. July 12. Ord. July 12.
ROSENBAUM, JACOB, Hackney, Shoe Manufacturer. High Court. Pet. July 13. Ord. July 13.
ROSS, JOHN, Cambridge-rd., Toys and Fancy Goods Merchant. High Court. Pet. July 14. Ord. July 14.
ROWLAND, ERNEST, Baslow, Derby, Boot Repairer. Derby. Pet. July 13. Ord. July 13.
SANDERSON, HERBERT A., Kingston-upon-Hull, Pork Butcher. Kingston-upon-Hull. Pet. July 13. Ord. July 13.
SANTA MARIA, Count SYLVESTER NAPOLEON, Ritz Hotel, Piccadilly. High Court. Pet. Mar. 9. Ord. July 13.
SCHOFIELD, WILLIAM, Heywood, Lancs, Master Plumber. Bolton. Pet. July 13. Ord. July 13.
SCULTHORP, A., Shoe-lane. High Court. Pet. June 7 Ord. July 13.
SHARP & HERMANSEN, Tooley-st., General Importers. High Court. Pet. May 9. Ord. July 6.
SHELDON, GEORGE H., Warrington, Dairyman. Warrington. Pet. July 14. Ord. July 14.
STEWART, CECIL M., Nescliffe, Salop, Insurance Company's Manager. Shrewsbury. Pet. June 30. Ord. July 12.
STOHLER, MAURICE, Prestwich, Lancs, Merchant. Salford. Pet. May 23. Ord. July 13.
THOMAS, EDWARD, Saltley, Birmingham, Grocer. Birmingham. Pet. June 23. Ord. July 14.
WALSH & Co., Liverpool, Upholsterers and Cabinet Makers. Liverpool. Pet. June 30. Ord. July 13.
WHISTON, ERNEST E., Smethwick, Drysalter. Birmingham. Pet. July 13. Ord. July 13.
WILLIAMS, ERNEST, Abergavenny, Licensed Victualler, and WILLIAMS, MARGARET ANNIE (his wife). Tredegar. Pet. July 6. Ord. July 6.
WOOD, Brig.-General E. A., Melcombe-ct., Dorset-sq. High Court. Pet. Feb. 10. Ord. July 13.

London Gazette.—FRIDAY, July 21.

ABRAHAM, JOHN H., Caistor, Lincoln, Journeyman Gardener. Lincoln. Pet. July 18. Ord. July 18.
AUSTIN, JOHN F., Crewe, Tobacconist. Nantwich. Pet. July 19. Ord. July 19.
BERENBAUM, ELLIS, Manchester, Merchant. Manchester. Pet. June 30. Ord. July 18.
BRIGGS, JOHN T., Goole, Photographer. Wakefield. Pet. July 17. Ord. July 17.
BULL, HORACE W., Peterborough, Cabinet Maker. Peterborough. Pet. July 18. Ord. July 18.
CASE, WILLIAM, Buckland Newton, Dorset, Coal Merchant. Dorchester. Pet. July 18. Ord. July 18.
CHAPLIN, ANNIE, High Wycombe, Grocer. Aylesbury. Pet. July 18. Ord. July 18.
COHEN, S., Aldersgate-st., Job and Stock Buyer. High Court. Pet. May 15. Ord. July 18.
COWEN, SELINA H., Barrow-in-Furness, Draper. Barrow-in-Furness. Pet. July 17. Ord. July 17.
COX, ALBERT H. J., Cwm, Mon., Oil and Furniture Merchant and Haulage Contractor. Tredegar. Pet. July 18. Ord. July 18.
DAYRAL, JEANS MARINS, and TAUBER, GUSTAVE, Hanover-sq., Woollen Warehousemen. High Court. Pet. June 19. Ord. July 18.
DEW, HORACE, Great Russell-st. High Court. Pet. May 22. Ord. July 18.
EMSLEY, WILLIAM H., Harrogate, Joiner. Harrogate. Pet. July 18. Ord. July 18.

HOSPITALS & CHARITABLE INSTITUTIONS

FOX, J. T. & Co., Bradford, Wool Merchants. Bradford. Pet. July 3. Ord. July 18.
GARDNER, WILLIAM, Crouch End. High Court. Pet. April 10. Ord. July 19.
GARRAD, PERCY G., Gt. Shelford, Cambs., Licensed Victualler, Cambridge. Pet. July 18. Ord. July 18.
GARRETT, JOSEPH H., Loxley, Warwick, Farmer. Warwick. Pet. July 17. Ord. July 17.
GIBSON, MARY H., Ryhope, Durham. Sunderland. Pet. June 19. Ord. July 18.
GILL, R., Victoria-st., Company Director. High Court. Pet. March 28. Ord. July 19.
GOTTLIFFE, MORRIS, Leeds. Leeds. Pet. July 15. Ord. July 15.
GRAY, GEORGE E., Hackford next Reepham, Norfolk. Bootmaker. Norwich. Pet. July 18. Ord. July 18.
HADEN, AGNES C., Birmingham, Transport and Haulage Contractor. Birmingham. Pet. June 22. Ord. July 17.
HARMSWORTH, ERNEST H., Morecambe, Cabinet Maker. Preston Pet. July 18. Ord. July 18.
HOWARD, WILLIAM C., Tooting, Marble Merchant. High Court. Pet. July 19. Ord. July 19.
HOWE, ARTHUR, Foscote, nr. Towcester, Farmer. Northampton. Pet. July 15. Ord. July 15.
THE IMPERIAL FURNITURE COMPANY, Hoxton, Furniture Manufacturers. High Court. Pet. July 3. Ord. July 19.
JEANS, JACOB W., Tenterden, Breeder and Exhibitor of Pedigree Dogs. Hastings. Pet. July 17. Ord. July 17.
JENNINGS, FRANCIS A., Victoria-st., Consulting Engineer. High Court. Pet. March 20. Ord. July 19.
KALBERER, R. F., Reigate. Croydon. Pet. June 23. Ord. July 18.
LIVERMORE, CLEMENT J., Hampstead-rd., Printer. High Court. Pet. July 19. Ord. July 19.
LOMAS, ANDREW, Chapel-en-le-Frith, Derby. Stockport. Pet. July 17. Ord. July 17.
MILNER, WILLIAM H., York, Hay and Straw Dealer. York. Pet. July 19. Ord. July 19.
MILSOM, PERCY B., Cowes, I. of W., Cinema Proprietor. Newport. Pet. July 19. Ord. July 19.
PARKINSON, FRED, Barrow-in-Furness, Baker and Confectioner. Barrow-in-Furness. Pet. July 17. Ord. July 17.
PENNO, ADA, Doncaster, Grocer. Sheffield. Pet. July 17. Ord. July 17.
PRATT, FRED M., Filey, Corn Merchant. Scarborough. Pet. July 18. Ord. July 18.
PRATT, JOHN E. E., Connah's Quay, Flint, Car Proprietor, Chester. Pet. July 19. Ord. July 19.
J. B. PRODUCTIONS, Ludgate-hill, Film Producer. Brentford. Pet. May 22. Ord. July 13.
RUMBALL, FRANK, Upper Warlingham, Auctioneer. Croydon. Pet. July 11. Ord. July 18.
SMITH, REUBEN, Middlesbrough, Iron and Steel Dresser. Middlesbrough. Pet. July 19. Ord. July 19.
STAPLETON, EMILY, Manchester, Blouse Specialist. Manchester. Pet. July 17. Ord. July 17.
STROUD, ALFRED T., Sutton, Surrey, Cartage Contractor. Croydon. Pet. May 16. Ord. July 18.
TALBERT, BERTIE F. W. V., Upper Parkestone, Wholesale Warehouseman. Poole. Pet. June 15. Ord. July 19.
THOMPSON, CHARLES Middlesbrough, Fruiterer. Middlesbrough. Pet. July 15. Ord. July 15.
VAN DER ELST, ALBERT, Enfield, Merchant. Edmonton. Pet. May 19. Ord. July 17.
WORLIDGE, HERBERT G., Manchester. Salford. Pet. June 14. Ord. July 19.
WRIGHT, HERBERT D., Newport, Mon. Practitioner in Dentistry. Newport (Mon.). Pet. July 19. Ord. July 19.
YOUNG, MANTON, Cardiff, Fancy Goods Dealer. Merthyr Tydfil. Pet. July 19. Ord. July 19.